



0000009389

BEFORE THE ARIZONA CORPORATION COMMISSION RECEIVED

WILLIAM A. MUNDEL
Chairman
JAMES M. IRVIN
Commissioner
MARC SPITZER
Commissioner

A. Corporation Commission

2001 MAR 15 A 11:30

DOCKETED

MAR 16 2001

AZ CORP COMMISSION
DOCUMENT CONTROL

DOCKETED BY

me

IN THE MATTER OF U S WEST
COMMUNICATIONS, INC.'S
COMPLIANCE WITH § 271 OF THE
TELECOMMUNICATIONS ACT OF 1996

Docket No. T-00000A-97-0238

**AT&T'S CLOSING BRIEF ON DISPUTED ISSUES
REGARDING CHECKLIST ITEM 14, RESALE**

AT&T Communications of the Mountain States, Inc. and TCG Phoenix (collectively "AT&T"), hereby submit this Closing Brief on the Disputed Issues Regarding Checklist Item 14 – Resale. Assuming Qwest Corporation ("Qwest") incorporates all the agreements reached between the parties into its Arizona Statement of Generally Available Terms ("SGAT"), there remain only two disputed issues regarding the resale provisions in the SGAT.¹ While AT&T will address the disputed issues as they relate to the resale section of the SGAT, which reveals Qwest's noncompliance with § 271, it is important to remember that Qwest cannot yet prove its compliance with § 271(c)(2)(B)(xiv) without also demonstrating that it has passed the

¹ As noted during the workshops, the parties to this proceeding will address their disputes with respect to SGAT § 6.4.7 in the general terms and conditions session of the proceeding. There the parties will address the inappropriate use of the SGAT to alter slamming liability under SGAT § 5.3. 2/13/01 Trans. Vol. VII at p. 1390, ln. 15 – p. 1391, ln. 5.

performance measure evaluation using audited data.² In short, AT&T submits that because Qwest's SGAT provisions on resale are not *fully* compliant and because Qwest has not demonstrated its performance is *fully* compliant, the Arizona Corporation Commission cannot—as a matter of law—recommend to the Federal Communications Commission (“FCC”) that Qwest should receive § 271 approval.

INTRODUCTION

To be in compliance with § 271, Qwest must “support its application with actual evidence demonstrating its *present* compliance with the statutory conditions for entry.”³ The Arizona Corporation Commission is charged with the important task of ensuring that local telecommunications markets, in its state, are open to competition and that Qwest is currently complying with its obligations under both the state and federal law. While remaining the final decision-maker on Qwest's compliance with its § 271 obligations, the FCC looks to the state commissions for rigorous factual investigations upon which the FCC may base its conclusions.

To conduct a rigorous investigation, one must understand both the legal standards that Qwest is held to and, importantly, Qwest's actual implementation of those standards. Releasing Qwest to compete in the interLATA long distance market before it has fully and fairly complied with its obligations under § 271 will discourage, if not destroy, competition in both the local and long distance markets in Arizona.

Many a local competitor, including AT&T, has invested heavily in the promise of open, fair competition in the local exchange market. AT&T requests that the Commission, through its

² “Passing” the evaluation also includes Qwest's proof that it has the systems in place to ensure that it can pass the performance measures on an on-going basis, not just when Cap Gemini is looking over its shoulder.

³ In the Matter of the Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State New York, Memorandum Opinion and Order, CC Docket No. 99-295, FCC 99-404 (Rel. Dec. 22, 1999) at ¶ 37 (“FCC BANY Order”).

rigorous investigation of Qwest's claims, ensure that the nascent local competitors realize that promise. To that end, AT&T respectfully requests that the Commission either order Qwest to alter its SGAT consistent with AT&T's proposals herein or find that Qwest's SGAT is non-compliant with its § 271 obligations for resale.

DISPUTED ISSUES

As opposed to introducing individual interconnection agreements, Qwest has chosen to rely primarily on its SGAT as evidence of its alleged compliance with § 271.⁴ "A State commission may not approve [an SGAT] unless such statement complies with [§ 252(d)] and [§ 251] and the regulations there under."⁵ Furthermore, a state commission may establish or enforce other requirements of state law in its review of the SGAT. *Id.*

To demonstrate compliance with the requirements of § 271's competitive checklist, and hence §§ 251 and 252(d), Qwest must show that "it has '*fully* implemented the competitive checklist [item]... .'"⁶ Thus, Qwest must plead, with appropriate supporting evidence, the facts necessary to demonstrate it has complied with the particular requirements of the checklist item under consideration.⁷

In the case of resale, Qwest has failed to demonstrate its full compliance with § 271 in relation to two issues: (1) its failure to provide parity as between the service quality assurances its retail customers receive versus the lack of quality assurance its wholesale reseller customers receive; and (2) Qwest's anticompetitive desire to take unfair advantage of misdirected CLEC customer contact with Qwest, and Qwest's misuse of that customer contact information. Prior to

⁴ See 6/3/00 Simpson Supplemental Affidavit at 3.

⁵ 47 U.S.C. § 252(f).

⁶ FCC BANY Order at ¶ 44 (emphasis added).

⁷ *Id.* at ¶ 49.

addressing these two issues, AT&T will provide a brief recitation of the legal standard required under checklist item 14.

A. Legal Standards Required of Resale in Checklist Item 14.

With respect to the Act, § 271(c)(2)(B)(xiv) requires Qwest to make “telecommunications services ... available for resale in accordance with the requirements of sections 251(c)(4) and 252(d)(3).”⁸ Section 251(c)(4)(A) mandates that Qwest “offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers.”⁹ And § 252(d)(3) requires state commissions to “determine wholesale rates on the basis of retail rates charged to subscribers for the telecommunications service requested, excluding the portion thereof attributable to any marketing, billing, collection, and other costs that will be avoided by the local exchange carrier.”¹⁰

In addition to the affirmative obligations to provide telecommunications services for resale, Qwest also has an obligation to refrain from placing “unreasonable or discriminatory conditions or limitations” on the services subject to resale.¹¹ In short, Qwest’s restrictions on resale are presumed to be unreasonable unless it can prove to this Commission that the restriction is reasonable and non-discriminatory.¹² The issues in dispute here concern Qwest’s (1) discriminatory and unreasonable restrictions on resale service quality assurances and (2) unreasonable conditions allowing the abuse and misuse of CLEC customer contact.

⁸ 47 U.S.C. § 271(c)(2)(B)(xiv).

⁹ 47 U.S.C. § 251(c)(4)(A).

¹⁰ 47 U.S.C. § 252(d)(3).

¹¹ 47 U.S.C. § 251(c)(4)(B).

¹² In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers, First Report and Order CC Docket No. 96-98 & CC Docket No. 95-185, FCC 96-325 (Rel. Aug. 8, 1996) at ¶ 939 [hereinafter “First Report and Order”]; see also 47 C.F.R. § 51.613(b).

B. As a Legal and Practical Matter, the SGAT Reveals Qwest's Lack of Compliance with Its Resale Obligations in the Following Ways.

- 1. Issues Log No. 14-7; SGAT § 6.2.3 – Qwest's Attempt to Avoid Responsibility for Wholesale Service Quality By Providing Its Retail Customers with Greater Recovery for Poor Service While Denying Wholesale Customers Recovery is an Unreasonable and Discriminatory Restriction on Resale in Violation of §§ 271 and § 252 of the Act.**

In its SGAT, Qwest would like to essentially insulate itself from any responsibility for the harm its poor service causes to its wholesale reseller customer and the wholesale reseller's end-user customers. Because resellers do not own or control the underlying facilities or the services they resell, they have no control over the quality of service they provide or whether that service complies with any retail service quality rules. As a result, resellers are completely at the mercy of their competitor, Qwest.

Under the original terms of the SGAT, if Qwest provided poor service such that it subjected its resellers to end-user customer complaints and such that the resellers did not receive the wholesale service for which they paid, Qwest's historical response has largely been, tough luck.¹³ The Act, however, states in pertinent part:

Except as provided in section 253, nothing in this section shall prohibit a State commission from establishing or enforcing other requirements of State law in its review of such [SGAT], including requiring compliance with intrastate telecommunications service quality standards or requirements.¹⁴

Furthermore, the Act and the FCC's rules require that Qwest treat its wholesale customers at parity with the treatment it provides to Qwest retail customers.¹⁵ Finally, any restrictions that Qwest attempts to place on wholesale service quality assurances are presumptively

¹³ See 11/15/00 Trans. Vol. VI at p. 111, Ins. 4-11; *see also*, July 21, 2000 SGAT, § 6.0.

¹⁴ 47 U.S.C. § 252(f)(2).

¹⁵ *Id.* at § 251(c)(4)(B) (nondiscrimination requirement); 47 C.F.R. § 51.603(b) (equal in quality, subject to the same conditions and intervals as those provided to end-users).

unreasonable.¹⁶ The Arizona Commission can easily determine the services, terms and conditions that Qwest must offer for resale by examining the incumbent "LEC's retail tariffs."¹⁷ In Arizona, among other places, Qwest's retail tariffs provide a "Service Quality Plan" that describes basic telephone standards and bill credits to its retail customers in the event of poor service.¹⁸

AT&T's proposed indemnity provision is aimed at creating "concrete and specific" obligations in the parity of treatment between the Qwest retail customer and the wholesale reseller in regard to service quality assurance terms by making Qwest expressly responsible for the service quality it provides to its wholesale customers.¹⁹ Contrary to Qwest's assertions otherwise, its Arizona Performance Assurance Plan ("PAP") does not address parity of recovery opportunities between Qwest's retail customers and its reseller customers nor does it address the harm to the individual reseller's reputation when the underlying provider, Qwest, provides poor service. The reseller's customer believes the problem to be the reseller, not Qwest; given enough poor service Qwest could put the reseller out of business thus having an adverse impact on competition generally. The record is completely devoid of any PAP or other evidence to the contrary.

Qwest eventually altered its SGAT in §§ 6.2.3.1 and 6.2.3.2 to provide a rather limited and internally inconsistent mechanism under which it takes minimal responsibility for the service

¹⁶ See *supra* footnote 11.

¹⁷ First Report and Order at ¶ 872.

¹⁸ Arizona Service Quality Plan Tariff, Section 2 (Effective 6-30-2000) Issued under Docket No. T-01051B-99-0497, Dec. No. 62672.

¹⁹ Qwest must "establish that it is 'providing' a checklist item, [by] demonstrat[ing] that it has a concrete and specific legal obligation to furnish the item upon request pursuant to a state-approved interconnection agreement or agreements that set forth prices and other terms and conditions for each checklist item" *In the Matter of Application of BellSouth Corporation et al. for Provision of In-Region InterLATA Services in Louisiana*, Memorandum Opinion and Order, CC Docket No. 98-121, FCC 98-271 (Rel. Oct. 13, 1998) at ¶ 54 ("BellSouth Louisiana Order").

quality it provides to the reseller customers' end users while still leaving the reseller itself "twisting in the wind."²⁰ Under the proposal, CLEC wholesale customers are never made whole upon suffering harm at the hands of Qwest's poor service quality. Moreover, the CLEC end-user customer is also left without a remedy where no CLEC retail service quality rules exist.²¹

Qwest's recent concession on resale service quality assurances still unreasonably limits its liability for harm caused by Qwest's poor service quality to the reseller's end-user, and it utterly leaves the reseller without a real remedy.²² Generally Qwest's purported solution will only provide a "partial" credit pass-through to the reseller's end-user customer, if and only if, the reseller is legally required to provide such credit to its end users under the Commission's service quality rules.²³ The credit is "partial" because Qwest will only agree to reimburse those harmed end-user customers the wholesale amount paid by the CLEC and not the amount the end-user actually paid for the service. In order to be in business at all the reseller is not likely charging its end-user the wholesale rate it receives from Qwest for the service the reseller provides to its customers; rather it must adjust the cost of that service to meet its own expenses and realize a profit—while still providing service at competitive prices. Thus, in the case of poor service

²⁰ See 2 Qwest 30 (2/9/01 SGAT Lite), sections 6.2.3.1 and 6.2.3.2 provide either for a wholesale credit pass-through to the end user or a discounted fine/penalty to the CLEC, respectively. The apparent intent of Qwest is that these two sections are mutually exclusive such that only one applies but not both. 11/15/00 Trans. Vol. VI at p. 1106, ln. 11- p. 1107, ln. 4.

Apparently this would not apply in Arizona because service quality requirements for CLECs are found in the Arizona Administrative Code, R14-2-507, and it is silent on credit pass-through to the end-user customer.

²¹ One might argue that CLEC service quality rules are unnecessary in light of the fact that they are indeed competitors and as such the competitive market should ensure service quality.

²² Sections 6.2.3.1 and 6.2.3.2 create identical limitations; they are:

d) Qwest shall not be liable to provide service credits to CLEC if CLEC does not provide service quality credits to its end users.

e) In no case shall Qwest's credits to CLEC exceed the amount Qwest would pay a Qwest end user under the service quality requirements, less any wholesale discount applicable to CLEC's resold services.

f) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

²³ 2/13/01 Trans. Vol. VII at p. 1383, ln. 14 – p. 1384, ln. 10.

quality, the innocent reseller not only did not acquire the service for which it paid, but it may be liable to its end-user customer for the full cost of the end-user's service while Qwest—the cause of the problem—would limit its liability to a fraction of the actual damage it caused.²⁴ This is manifestly unfair and certainly not at parity with what Qwest would have to do in regard to making its own end-user customers whole for their losses under the retail service quality tariff. Qwest is expressly discriminating against its wholesale customers and creating unreasonable and discriminatory limitations on the services subject to resale.²⁵ Such conduct is contrary to the Act, 47 U.S.C. § 251(c)(4)(B) and the FCC's requirements, First Report and Order at ¶ 939 and 47 C.F.R. § 51.603(a).

To remedy the SGAT deficiencies, AT&T recommends that the Arizona Commission either (a) order Qwest to delete SGAT §§ 6.2.3.1 and 6.2.3.2, replacing them with the language from AT&T Exhibit 2 ATT 8, attached hereto for Commission convenience as **Exhibit A**.

3. Issues Log No. 14-4 & 5; SGAT §§ 6.4.1 & 6.6.3 – Qwest's Desire to Take Unfair Advantage of Misdirected CLEC Customer Contact is Anticompetitive and Constitutes a Violation of § 271 of the Act.

SGAT §§ 6.4.1 and 6.6.3 deal with customers that, in error, call the wrong carrier with questions about service or maintenance and repair. Under the terms of its SGAT, Qwest maintains that it ought to be allowed to turn these misdirected calls into solicitation opportunities for itself.²⁶ As grounds for this anticompetitive conduct, Qwest claims that the U. S.

²⁴ 2/13/01 Trans. Vol. VII at p. 1382, ln. 1 – p. 1384, ln. 10.

²⁵ Not only does Qwest's SGAT provision show discrimination as between wholesale and retail customers, but by Qwest's own admission it doesn't perceive the reseller as a customer at all; "[w]ell, we don't provide the service to the CLEC, in fact; we provide it to the end user. I do appreciate the semantics or the theoretical notion that we provide the service to the reseller, but we don't; we provide it to the end user." Washington Workshop Tr. 2609, lns. 6-9 (quoting Ms. Lori Simpson, Qwest resale witness).

²⁶ 11/15/00 Trans. Vol. VI at p. 1193, lns. 19-25.

Constitution, no less, demands that it be granted an unfettered right to interfere with the relationship between the CLEC and its end-user customer.²⁷

Fortunately, the U. S. Constitution provides no such right. Rather, the U.S. Supreme Court has clearly stated that freedom of speech is not without bounds.²⁸ In particular, for commercial speech—which is precisely the speech Qwest employs in its attempt to snatch CLEC customers via erroneous or misdirected calls—enjoys only “a limited measure of protection.”²⁹ In fact, the Supreme Court has held:

We have always been careful to distinguish commercial speech from speech at the First Amendment’s core. ‘[C]ommercial speech [enjoys] a limited measure of protection, commensurate with its subordinate position in the scale of First Amendment values,’ and is subject to ‘modes of regulation that might be impermissible in the realm of noncommercial expression.’”³⁰

Generally, commercial speech is protected if, and only if, it concerns lawful activity or is not misleading.³¹ Even if the speech falls into these categories, it may still be subject to governmental regulation where, as here, the government has a substantial interest in support of its regulation and that the proposed restriction is narrowly tailored to materially advance that interest.³²

By legislative mandate, a substantial interest exists here (e.g., opening the local markets to competition and preventing anticompetitive behavior that threatens such competition).³³

²⁷ *Id.* at p. 1198, lns. 10-14.

²⁸ *Florida Bar v. Went For It, Inc.*, 515 U.S. 618, 623, 115 S.Ct. 2371, 2375 (1995); *see also*, *Heffron v. International Soc’y for Krishna Consciousness, Inc.*, 452 U.S. 640, 646, 101 S.Ct. 2559, 2564 (1981) (“the First Amendment does not guarantee the right to communicate one’s views at all times and places ...”).

²⁹ *Id.*; *Central Hudson Gas & Electric Corp. v. Public Utilities Comm’n of New York*, 447 U.S. 557, 562, 100 S.Ct. 2343, 2350 (1980); *Virginia State Bd. of Pharmacy v. Virginia Citizens Consumer Counsel, Inc.*, 425 U.S. 748, 770, 96 S.Ct. 1817, 1830 (1976).

³⁰ *Florida Bar*, 115 S.Ct. at 2375.

³¹ *Id.*

³² *Id.*; *Central Hudson*, 100 S.Ct. at 2350 (“The protection available for particular commercial expression turns on the nature both of the expression and of the governmental interests served by its regulation.”).

³³ 47 U.S.C. §§ 251 & 253.

Moreover, the CLECs are only asking that the limitation be narrowly drawn to apply to misdirected or erroneous calls, which Qwest's representatives can quickly discern by asking the customer the purpose of his or her call (most likely, the customer will volunteer this information in his or her first sentence or so). Such questioning is within reason and easily incorporated into the representative's existing scripts.³⁴ Similarly, the law in Arizona, as well as elsewhere, prohibits Qwest from engaging in tortious interference with contracts (such as the contract between the CLEC and its end-user customer) and such prohibition does not constitute a violation of First Amendment rights governing commercial speech.³⁵

Finally, § 222 of the Act mandates the protection of customer information and restricts its use by carriers to the purpose for which it was intended.³⁶ In particular, §§ 222(a) and (b) provide, in pertinent part:

(a) In General.—Every telecommunications carrier has a duty to protect the confidentiality of proprietary information of, and relating to, other telecommunication carriers, equipment manufacturers, and customers, including telecommunication carriers reselling telecommunications service ...

(b) Confidentiality of Carrier Information.—A telecommunications carrier that receives or obtains proprietary information from another carrier for purposes of providing any telecommunications service shall use such information only for such purpose, and shall not use such information for its own marketing efforts.

³⁴ Most companies such as Qwest provide computer-available scripts for their representatives to follow while on the phone with customers.

³⁵ *Snow v. Western Savings & Loan Assoc.*, 730 P.2d 204, 211 (Ariz. 1987) ("Tort liability may be imposed upon a defendant who intentionally and improperly interferes with the plaintiff's rights under a contract with another if the interferences causes the plaintiff to lose a right under the contract."); *Wagenseller v. Scottsdale Memorial Hospital*, 710 P.2d 1025, 1041 (Ariz. 1985) ("a cause of action in tort is available to a party to any contract, at-will or otherwise, when a third party improperly and intentionally interferes with the performance of that contract."); *Campbell v. Westdahl*, 715 P.2d 288, 294 (Ariz. Ct. App. 1985) ("The tort of intentional and unjustified third party interference with valid contractual relations or business expectancies has been recognized in Arizona ..."). Qwest representatives receiving a misdirected call and their interfering with the caller's intent to reach his or her CLEC provider causing the caller to terminate any portion of the contractual relationship with the CLEC have committed tortious interference with the CLEC's contract or business expectancy with its end-user customer.

³⁶ 47 U.S.C. § 222 (a) & (b).

When Qwest inadvertently receives information about a CLEC's customer service, maintenance or repair, such information is proprietary to the CLEC. How Qwest obtains such information, either through carrier-to-carrier exchanges or by a misdirected call, is irrelevant. The information is to be used by Qwest only for the purpose intended; in this case, to reach the CLEC for service, maintenance or repair. Any use by Qwest of such information for its own marketing purposes is prohibited.

Based upon this supporting law, AT&T ask that the Commission protect nascent competition by not allowing Qwest to abuse its unique position as the dominant reseller controlling the underlying service provided in the resale context. Qwest should therefore be expressly prohibited in its SGAT from using the misdirected CLEC end-user calls as a sales opportunity. AT&T proposed just such language, which is attached hereto in **Exhibit B**.³⁷

CONCLUSION

Many a local competitor, including AT&T, has invested heavily in the promise of open and fair competition in the Arizona local exchange market. AT&T requests that the Commission, through its rigorous investigation of Qwest's claims, ensure that the nascent local competitors realize that promise. To that end, AT&T respectfully submits this brief on the disputed issues regarding Qwest's noncompliance with its resale obligations under the Act. Based upon the record, as set forth herein, Qwest has failed to satisfy Checklist Item 14. Until Qwest cures the deficiencies in its SGAT, the Commission should not, and cannot as a matter of law, recommend approval of the SGAT or that Qwest has satisfied § 271 of the Act.

³⁷ 2/13/01 Trans. Vol. VII at p. 1382, lns. 1 – 11; *see also* 11/15/00 Trans. Vol. VI at p. 1194, lns. 21-24.

Dated this 16th day of March 2001.

**AT&T COMMUNICATIONS OF THE
MOUNTAIN STATES, INC.**

By: _____

A handwritten signature in cursive script, appearing to read "Letty Friesen", written over a horizontal line.

Mary B. Tribby

Richard S. Wolters

Letty S.D. Friesen

AT&T Law Department

1875 Lawrence Street, Suite 1575

Denver, Colorado 80202

Telephone: (303) 298-6475

EXHIBIT A

AT&T EXHIBIT FOR ARIZONA § 271 PROCEEDING

Proposed SGAT Language

6.2.3 Qwest shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to others, including subsidiaries, affiliates, other Resellers and end users. Notwithstanding specific language in other sections of this SGAT, all provisions of this SGAT regarding resale are subject to this requirement. In addition, Qwest shall comply with all state wholesale and retail service quality requirements.

6.2.3.1 In the event that Qwest fails to meet the requirements of Section 6.2.3, Qwest shall release, indemnify, defend and hold harmless CLEC and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees.³⁸

Qwest shall indemnify and hold harmless CLEC against any and all claims, losses, damages or other liability that arises from Qwest's failure to comply with state retail service quality standards in the provision of resold services.

³⁸ AT&T reserves the right to address its concerns regarding Section 5.9 (Indemnity) of the SGAT in the appropriate workshop on General Terms and Conditions of the SGAT.

EXHIBIT B

AT&T PROPOSAL FOR ARIZONA § 271 PROCEEDING³⁹

Proposed SGAT Language

6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC's end users contacting Qwest in error will be instructed to contact CLEC; and Qwest's end users contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local exchange service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's end users who call the other Party seeking such information.

6.6.3 CLEC and Qwest will employ the procedures for handling misdirected repair calls as specified in Section 12.3.8 of this Agreement.

³⁹ During the workshops, AT&T proposed this language orally. 2/13/01 Trans. Vol. VII at p. 1382, lns 1-11. AT&T offers this Attachment for the Commission's convenience.

CERTIFICATE OF SERVICE

I certify that the original and 10 copies of AT&T and TCG Phoenix's Closing Brief on Disputed Issues Regarding Checklist Item 14, Resale in Docket No. T-00000A-97-0238 were sent by overnight delivery on March 15, 2001 to:

Arizona Corporation Commission
Docket Control – Utilities Division
1200 West Washington Street
Phoenix, AZ 85007

and a true and correct copy was sent by overnight delivery on March 15, 2001 to:

Maureen Scott
Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Lyn Farmer
Chief Administrative Law Judge
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Deborah Scott
Director - Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Christopher Kempley
Arizona Corporation Commission
Legal Division
1200 West Washington Street
Phoenix, AZ 85007

Mark A. DiNunzio
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

and a true and correct copy was sent by U. S. Mail, postage prepaid, on March 15, 2001 to:

Thomas F. Dixon
WorldCom, Inc.
707 – 17th Street, #3900
Denver, CO 80202

Terry Tan
WorldCom, Inc.
201 Spear Street, 9th Floor
San Francisco, CA 94015

Douglas Hsiao
Rhythms NetConnections
7337 So. Revere Parkway, #100
Englewood, CO 80112

Bradley Carroll
Cox Arizona Telcom, L.L.C.
1550 West Deer Valley Road
Phoenix, AZ 85027

Michael M. Grant
Gallagher and Kennedy
2575 East Camelback Road
Phoenix, AZ 85016-9225

Andrew Crain
Qwest Corporation
1801 California Street, Suite 3800
Denver, CO 80202

Steven R. Beck
Qwest Corporation
1801 California Street, Suite 3800
Denver, CO 80202

Robert S. Tanner
Davis Wright Tremaine LLP
17203 N. 42nd Street
Phoenix, AZ 85032

Michael W. Patten
Roshka Heyman & DeWulf, PLC
400 North Fifth Street, Suite 1000
Phoenix, AZ 85004-3906

Joan S. Burke
Osborn Maledon, P.A.
2929 N. Central Avenue, 21st Floor
Phoenix, AZ 85067-6379

Daniel Pozefsky
Residential Utility Consumer Office
2828 North Central Ave., #1200
Phoenix, AZ 85004

Karen Johnson
Electric Lightwave, Inc.
4400 NE 77th Ave
Vancouver, WA 98662

Mark N. Rogers
Excell Agent Services, L.L.C.
2175 W. 14th Street
Tempe, AZ 85281

Mark P. Trinchero
Davis Wright Tremaine
1300 SW Fifth Ave., Suite 2300
Portland OR 97201-5682

Thomas H. Campbell
Lewis & Roca LLP
40 N. Central Avenue
Phoenix, AZ 85004

Karen L. Clauson
Eschelon Telecom, Inc.
730 2nd Avenue South, Suite 1200
Minneapolis, MN 55402

Joyce Hundley
United States Dept. of Justice
Antitrust Division
1401 H Street NW, Suite 8000
Washington, DC 20530

Darren S. Weingard
Eric S. Heath
Sprint Communications Company L.P.
1850 Gateway Drive, 7th Floor
San Mateo, CA 94404-2467

Timothy Berg
Fennemore Craig, P.C.
3003 North Central Ave., #2600
Phoenix, AZ 85012

Charles Kallenbach
American Communications Services, Inc.
131 National Business Parkway
Annapolis Junction, MD 20701

Alaine Miller
XO Communications
500 108th Avenue NE, Suite 2200
Bellevue, WA 98004

M. Andrew Andrade
5261 S. Quebec Street, Suite 150
Greenwood Village, CO 80111

Michael B. Hazzard
Kelley, Drye & Warren, LLP
1200 19th Street, NW, Fifth Floor
Washington, DC 20036

Daniel Waggoner
Davis Wright Tremaine
2600 Century Square
1502 Fourth Avenue
Seattle, WA 98101-1688

Raymond S. Heyman
Randall H. Warner
Roshka Heyman & DeWulf
Two Arizona Center
400 N. Fifth Street, Suite 1000
Phoenix, AZ 85004

Jon Loehman
Managing Director-Regulatory
SBC Telecom, Inc.
5800 Northwest Parkway
Suite 135, Room 1.S.40
San Antonio, TX 78249

Andrea P. Harris
Senior Manager, Regulatory
Allegiance Telecom, Inc.
2101 Webster, Suite 1580
Oakland, CA 94612

Mark Dioguardi
Tiffany and Bosco, P.A.
500 Dial Tower
1850 North Central Ave.
Phoenix, AZ 85004

K. Megan Doberneck
Covad Communications Company
7901 Lowry Blvd.
Denver, CO 80230

Jeffrey W. Crockett
Snell & Wilmer, LLP
One Arizona Center
Phoenix, AZ 85004-0001

Richard M. Rindler
Morton J. Posner
Swidler & Berlin Shereff Friedman, LLP
3000 K Street, N.W. – Suite 300
Washington, D.C. 20007-5116

Bill Haas
Richard Lipman
McLeodUSA Telecommunications
Services, Inc.
6400 C Street SW
Cedar Rapids, IA 54206-3177

Diane Bacon, Legislative Director
Communications Workers of America
Arizona State Council
District 7 AFL-CIO, CLC
5818 N. 7th Street, Suite 206
Phoenix, AZ 85014-5811

Janet Livengood
Regional Vice President
Z-Tel Communications, Inc.
601 S. Harbour Island Blvd., Suite 220
Tampa, FL 33602

Kristi Ashton
Regulatory Analyst
TESS Communications, Inc.
12050 N. Pecos Street, Suite 300
Westminster, CO 80234

Todd C. Wiley
Gallagher & Kennedy, P.A.
2575 East Camelback Road
Phoenix, AZ 85016-9225

Gena Doyscher
Global Crossing Local Services, Inc.
1221 Nicollet Mall, Suite 300
Minneapolis MN 55403

Penny Bewick
New Edge Networks
3000 Columbia House Blvd., Suite 106
Vancouver, WA 98661

David R. Jench